



# 43 AMOG/JA



## ***JAG FACTS***

### **LANDLORD TENANT LAWS IN NORTH CAROLINA**

The basic underlying premise in all landlord tenant laws, including North Carolina, is that the landlord will provide housing that is fit and safe, and in return the Tenant will pay his/her rent, keep the home and grounds clean, and not damage the home.

**MOVE-IN:** The key to a good landlord-tenant relationship is communication and starts at move-in. Read your lease before you sign it. This is a contract. If you do not understand or agree with part of it—don't sign it! If you have questions -- ask the landlord to clarify them in writing. If you have more questions, go to legal assistance before you sign your lease!

When you move-in, walk through the house with the landlord and write down anything that is damaged. Take pictures of everything – carpets, stains, holes, wear, baseboards, behind appliances, behind and under any water fixtures, windows and window screens, walls, and doors, etc. And, talk to your landlord. Make sure you have a clear understanding of how you are to communicate, what they expect of you, and what they want you to do if any issues arise. Always follow-up with memo/email/letter for the record. Lastly, keep a copy of the lease, the list of damages, all pictures, and all communications with the landlord for at least two years after move-out.

**DURING YOUR LEASE:** Keep in touch with the landlord to make sure that everything is going well. The landlord has the following responsibilities:

1. Make any repairs needed to keep your place habitable, i.e.: fit and safe.
2. Keep the primary utilities in good and safe working order, specifically: plumbing, heating, sanitary and electrical equipment.
3. Provide a working smoke alarm.
4. Maintain and repair provided appliances, e.g.: stove or a refrigerator (unless otherwise agreed in lease).
5. Maintain outer areas in safe conditions such as stairs, sidewalks, and common areas.
6. Obey local housing codes regarding things such as window screens, hot and cold water, door locks, and more.
7. Leave you alone while you are living there. There are some exceptions to this rule, such as the landlord's right to inspect the property, but generally while you rent, it is as if you owned the place.

**WHAT IF THERE IS A PROBLEM:** Communicate. Follow what the lease requires. If the lease does not contain a specific requirement, then contact the landlord by phone or text and follow-up with a letter. State specifically what repairs need to be made and keep a copy of the letter.

**CAN I FIX IT MYSELF?:** Only if the landlord agrees in advance. You can offer to fix the problem yourself and pay less rent, but make sure that the landlord authorizes this in writing. This is known as rent abatement. You should also keep all receipts and records. If you do not have a written agreement, you cannot pay less rent and the landlord may not be required to reimburse you.

If you have an emergency, call your landlord. Ask him or her to fix the problem ASAP! Make sure you emphasize that it is an emergency affecting health and safety or that there is continuing damage happening to the home. If it is an emergency and you can't reach the landlord, use your judgement, and follow up in writing. If you made the repairs yourself or paid someone, request reimbursement or the authority to deduct the amount from the rent. Remember, the landlord may evict if you do not pay all of the rent!

**WHAT IF THE LANDLORD WON'T FIX IT:** Make an appointment with legal assistance or a private lawyer to discuss your options. You can also contact the county health department or the State Attorney General's Office for assistance.

**WHAT IF I WANT TO MOVE OUT BEFORE THE END OF THE LEASE:** Early termination of a lease can be tricky. If you choose to move before the end of the lease, you must either have valid cause or consent of the landlord. Unless the lease has an early termination clause, the tenant will be responsible for rent and expenses until the landlord re-rents the residence or until the end of the lease. If the lease has an early termination clause, there may be additional fees and/or an early termination fee. Under the Servicemembers' Civil Relief Act (SCRA), servicemembers can terminate their leases IF they are PCS'ing more than 50 miles from their place of duty or have temporary duty for more than 90 days.

The SCRA is federal law and applies whether it is specifically included in the lease or not. It applies to servicemembers and their dependents. In order to invoke the protections of the SCRA, the servicemember must provide written notice to the landlord along with a copy of his/her orders (or with any notification, certification, or verification from his/her Commanding Officer). The lease will then terminate one month after the next date rent is due.

**MOVING OUT:** Remember to communicate. Give your landlord notice if you decide to move out at the end of your lease. If you have a written lease, usually the amount of notice required is stated in the lease. Keep a copy of the letter. Clean your home and follow instructions in the lease or from the landlord. Schedule a walkthrough with your landlord at least three days before you leave so you can do any additional cleaning or make any repairs to damaged property before you move. And lastly, do a final walkthrough with the landlord or their agent and take more pictures.

When you move, give the landlord your forwarding address and ask for your deposit back. Follow up with new addresses as necessary. In North Carolina, the Landlord has 30 days to provide refund of your security deposit and/or provide a list of deficiencies if they retain part of your money. Remember they cannot charge for normal wear and tear, and they must take account of condition of the property/age. If your landlord fails to return your money and doesn't tell you why, or keeps more than you think is fair, you should contact your local legal assistance office for help.

**QUESTIONS:** Please contact Pope AAF Legal Assistance Office at 910-394-2341.

**Updated January 2024, 43 AMOG/JA Legal Assistance Office. This handout is not intended to take the place of legal advice from a Judge Advocate. Please contact the 43 AMOG/JA for questions and further information.**